

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE DEVIATION OF NORTH SHELBY WATER)	
COMPANY FROM THE COMPANY'S REGULAR)	CASE NO. 2000-344
EXTENSION POLICY)	

COMMISSION STAFF'S INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS TO NORTH
SHELBY WATER COMPANY

Pursuant to Administrative Regulation 807 KAR 5:001, Commission Staff requests that North Shelby Water Company ("North Shelby") file the original and 5 copies of the following information with the Commission within 20 days of this request, with a copy to all parties of record. Each copy of the information requested should be placed in a bound volume with each item tabbed. When a number of sheets are required for an item, each sheet should be appropriately indexed, for example, Item 1(a), Sheet 2 of 6. Include with each response the name of the witness who will be responsible for responding to questions relating to the information provided. Careful attention should be given to copied material to ensure its legibility. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request.

1. Of the 3,500 feet of the proposed water main extension, how much footage is outside of the real estate subdivision development?

2. How many lots are shown on the plat map for the Watch Hill Subdivision development?

3. Paragraph 2 of the proposed agreement requires the Applicant to “obtain and provide, without cost to the Company, all properly recordable easements required by the Company for the installation and maintenance of the Company’s water transmission or distribution lines, existing or future.”

a. Why are easements for future lines needed?

b. Why is the requirement to produce easements for future lines that are unrelated to the current extension a reasonable condition for providing water service?

c. If the Applicant incurs any costs to obtain the easements, are such costs considered when determining the total cost of the water main extension for refund or rebate purposes?

4. In its transmittal letter, North Shelby states that “whether a rebate for customers in the subdivision is to be paid or not is of no practical effect.” If such is the case, why is North Shelby requesting a deviation from Administrative Regulation 807 KAR 5:066, Section 11, rather than complying with that regulation?

5. Provide a copy of the water distribution main extension policy of the City of Shelbyville Municipal Water and Sewer Commission to which North Shelby refers in its transmittal letter.

6. Explain why the water main extension rules contained in Administrative Regulation 807 KAR 5:066, Section 11, rather than the market for residential housing within Shelby County and the Louisville metropolitan area, would govern the cost paid

for a lot within the proposed real estate subdivision development. Provide all studies or analyses of which North Shelby knows that support its position.

7. Will North Shelby under the proposed agreement contribute the cost of 50-feet of the proposed main extension for each connection made to the main extension outside of the proposed real estate development for the 10 years following the extension's completion? If no, explain why not.

8. Have the boundaries of the Oldham County Water District been revised to remove the proposed subdivision from its territory?

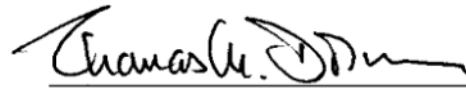
9. Why is it reasonable, for purposes of determining the number of connections to the water main extension, to include the number of lots located within the proposed subdivision when no refund or rebate is made for connections within the subdivision?

10. Why, for purposes of calculating the amount of refund or rebate for connections made to the water main extension outside the subdivision, is it not more reasonable to exclude any footage within the subdivision when calculating the extension's average cost per foot?

11. Does North Shelby use the general form of the agreement for all water main extensions involving a real estate subdivision development?

12. Since January 1, 1995, how many times has North Shelby required real estate subdivision developers to agree to terms similar to those in the proposed Agreement? Of that number, what was the total amount of water main extensions in terms of cost and footage?

13. Explain how the provisions contained in the proposed Agreement are consistent with North Shelby's duty as a utility to make reasonable extensions of service.

A handwritten signature in black ink, appearing to read "Thomas M. Dorman", written over a horizontal line.

Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602

DATED: November 29, 2000

cc: Parties of Record